

## REMARKS/ARGUMENTS

Claims 2-19, 21-23, and 25-37 are pending in the present application. Claims 16, 18, 22, 25, 26, 34, and 36 have been amended, and Claim 24 has been canceled without prejudice. No new matter is believed to have been introduced to the application by this amendment. Applicants believe that the present application is in condition for allowance, for which prompt and favorable action is respectfully requested.

### *Claim Rejections – 35 USC § 102*

Claims 16, 18, 22, 34, and 36 are rejected under 35 U.S.C. 102(e) as allegedly being anticipated by U.S. Patent No. 6,804,219 (“Koo”). Reconsideration and withdrawal of this rejection is respectfully requested.

Amended independent Claims 16, 18, 22, 34, and 36 generally concern scheduling data transmissions, including receiving a rate request, in response to the rate request, transmitting a rate assignment that indicates a scheduled rate applicable for a scheduled duration, and receiving data for the scheduled duration at the scheduled rate. Claims 16, 18, 22, 34, and 36 have been amended to include the limitation of the scheduled duration being less than or equal to a scheduling period, where the scheduling period is an interval of time after which a rate assignment is made. This limitation was previously included in Claim 24, now canceled without prejudice or disclaimer. Additional support for the amendment can be found in, for example, paragraphs [0072] to [0075] of the specification.

Koo is not seen to teach or suggest at least the feature of a scheduled duration being less than or equal to a scheduling period, where the scheduling period is an interval of time after which a rate assignment is made. The Office Action contends that Koo allegedly teaches or suggests a “scheduled duration is less than or equal to a scheduling period, the scheduling period is an interval of time after which a scheduler makes a scheduling decision” at col.2 ll.39-51 because Koo allegedly discloses “the scheduling time and period at which [Koo] transmits is predetermined so it can be equal each time.” Office Action, page 5. A predetermined scheduling time and period are not, however, understood to teach or suggest a scheduled duration being less than or equal to a scheduling period, where the scheduling period is an interval of time after which a rate assignment is made.

Accordingly, Koo is not seen to teach or suggest the features of Claims 16, 18, 22, 34, and 36. Withdrawal of the § 102(c) rejection of Claims 16, 18, 22, 34, and 36 is respectfully requested.

U.S. Patent No. 5,390,165 (“Tuch”) is not seen to remedy the deficiencies of Koo. Specifically, Tuch is not seen to teach or suggest at least the feature of a scheduled duration being less than or equal to a scheduling period, where the scheduling period is an interval of time after which a rate assignment is made.

Accordingly, Claims 16, 18, 22, 34, and 36 are believed to be in condition for allowance.

### ***Claim Rejections – 35 USC § 103***

Claims 2-3, 17, 19, 21, 23-24, 35, and 37 are rejected under 35 U.S.C. 103(a) as allegedly being obvious over Koo in view of Tuch. Claims 4-15 and 25-33 were rejected under 35 U.S.C. 103(a) as allegedly being obvious over Koo in view of Tuch, and further in view of Tiedemann. Reconsideration and withdrawal of these rejections are respectfully requested.

Claims 17, 19, 21, 35, and 37 generally concern transmitting data. Claims 17, 19, 21, 35, and 37 include transmitting a rate request if data arrives in a buffer, data in the buffer exceeds a buffer depth, and sufficient power exists to transmit at the rate requested. Claims 17, 19, 21, 35, and 37 also include receiving a rate assignment responsive to the rate request, where the rate assignment indicates a scheduled duration and a scheduled rate applicable for the scheduled duration. Claims 17, 19, 21, 35, and 37 further include transmitting data, where the transmitting is responsive to the rate assignment, and where the data is transmitted for the scheduled duration at the scheduled rate.

Koo is also not seen to teach or suggest transmitting a rate request if data arrives in a buffer, data in the buffer exceeds a buffer depth, and sufficient power exists to transmit at the rate requested, as recited in independent Claims 17, 19, 21, 35, and 37, and as conceded in the Office Action. Office Action, p.5.

Tuch is not seen to remedy the deficiencies of Koo. Tuch is seen to be generally directed to a method and apparatus for transmitting digital data packets on a wireless channel. See Tuch, Abstract. In response to Applicants’ arguments regarding the limitation of “transmitting a rate request if . . . data in the buffer exceeds a buffer depth” not being found in either Koo or Tuch, the Office Action contended that “Tuch discloses requesting if the data buffer exceeds a buffer

depth” and that “the buffer analyzes the length of a packet and informs the system as to how much energy is needed to transmit the packet” as packets enter the packet buffer. Office Action, p.10. The Office Action further contended that Tuch allegedly discloses “data exceeding the buffers depth” because Tuch allegedly discloses at col.4 ll.37-56 a “packet length buffer analyzes how much can be stored in the buffer.” Office Action, p.5. Applicants are unable to locate this teaching or suggestion of Tuch as referenced by the Office Action. Tuch is seen only to disclose calculating packet energy using “packet length  $d_x$  derived from [a] packet length buffer.” Tuch, col.4 ll.45-47. Nowhere does Tuch teach or suggest data in the buffer exceeding a buffer depth.

Moreover, as Tuch nowhere teaches or suggests transmitting a rate request if data in the buffer exceeds a buffer depth, it goes without saying that Tuch likewise does not teach or suggest transmitting a rate request if both data in the buffer exceeds a buffer depth and sufficient power exists to transmit at the rate requested. Accordingly, whether alone or in combination with Koo, Tuch is not seen to teach or suggest the features of the claimed invention, particularly with respect to at least the features of a “rate assignment indicating a scheduled duration and a scheduled rate applicable for the scheduled duration,” or “transmitting a rate request if . . . data in the buffer exceeds a buffer depth.”

Accordingly, the applied references, either alone or in combination, are not seen to teach or suggest the features of independent Claims 17, 19, 21, 35, and 37, which are believed to be in condition for allowance.

The other claims in the application are dependent from the independent claims discussed above and therefore are believed to be allowable over the applied references for at least the same reasons. Because each dependent claim is deemed to define an additional aspect of the invention, the individual consideration of each on its own merits is respectfully requested.

### CONCLUSION

In light of the amendments contained herein, Applicants submit that the application is in condition for allowance, for which early action is requested.

Please charge any fees or overpayments that may be due with this response to Deposit Account No. 17-0026.

Respectfully submitted,

Dated January 2, 2008

:

\_\_\_\_\_

By: /Dang M. Vo/

\_\_\_\_\_  
Dang Vo, Reg. No. 45,183  
(858) 845-2116

QUALCOMM Incorporated  
Attn: Patent Department  
5775 Morehouse Drive  
San Diego, California 92121-1714  
Telephone: (858) 658-5787  
Facsimile: (858) 658-2502